

RECORDATION NO. **18857-B** FILED 142\*

JUN 23 1994 -12 10 PM

LEASE SUPPLEMENT ~~NORTH~~ INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 1 dated June 22, 1994 between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee (the "Lessor"), and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation (the "Lessee"),

WITNESSETH:

1. The Lessor and the Lessee have heretofore entered into a Railcar Lease dated as of June 1, 1994 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. The Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and accepted by the Lessee. The Lessee represents that the Equipment described in Schedule 1 is free and clear of all Liens and encumbrances (except Permitted Encumbrances) and in a condition which in all respects is satisfactory to the Lessee and in compliance with the Lease.

3. The Lessee hereby certifies that the date of acceptance of the Equipment described in Schedule 1 and commencement of the Interim Term with respect thereto is the date of this Lease Supplement No. 1.

4. The Lessee hereby certifies that the Purchase Price for the Equipment described in Schedule 1 is \$16,584,796.00.

5. Interim Rent for the Equipment described in Schedule 1 is payable in the amount set forth in Section 6(a) of the Lease on December 22, 1994. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment described in Schedule 1 is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

6. This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Indiana, including all matters of construction, validity and performance.

Counterpart No. 2 of 16.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed, all as of the day and year first above written.

NORTHERN INDIANA PUBLIC SERVICE  
COMPANY, an Indiana corporation

By: Francis P. Grotz  
Its

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, not individually but solely  
as Owner Trustee

By: \_\_\_\_\_  
Its

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed, all as of the day and year first above written.

NORTHERN INDIANA PUBLIC SERVICE  
COMPANY, an Indiana corporation

By: \_\_\_\_\_  
Its

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, not individually but solely  
as Owner Trustee

By: P. J. Lafont  
Its Corporate Trust Officer

[Lease Supplement No. 1]

STATE OF Indiana )  
 ) SS.:  
COUNTY OF Lake )

On this, the 13th day of June, 1994, before me, a Notary Public in and for said County and State, personally appeared Francis P. Girot, the Treasurer of NORTHERN INDIANA PUBLIC SERVICE COMPANY, who acknowledged himself to be a duly authorized officer of NORTHERN INDIANA PUBLIC SERVICE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Linda L. Skinner  
Name: Linda L. Skinner  
Notary Public  
My Commission Expires: April 10, 1998  
Residing in Porter County

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of NORTHERN INDIANA PUBLIC SERVICE COMPANY, who acknowledged himself to be a duly authorized officer of NORTHERN INDIANA PUBLIC SERVICE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF Connecticut )  
 ) SS.:  
COUNTY OF Hartford )

On this, the 16 day of June, 1994, before me, a Notary Public in and for said County and State, personally appeared Pablo de la Cruz the Corporate Trust Office of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Cynthia L. Essay  
Name: Cynthia L. Essay  
Notary Public  
My Commission Expires: February 28, 1998  
Residing in Colchester, CT

**DESCRIPTION OF EQUIPMENT**

380 120-Ton High Side Rotary Dump Gondola Railcars bearing the following road numbers - NORX 2811-3190 inclusive.

Schedule 1  
(to Lease Supplement No. 1)

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE  
AND TERMINATION VALUE RATE FACTORS**

**I. FIXED RENT**

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
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[INTENTIONALLY OMITTED FROM ICC FILED DOCUMENT]

## II. STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT	STIPULATED LOSS VALUE OR
PAYMENT DATE	TERMINATION VALUE, AS A
	PERCENT OF THE PURCHASE PRICE
	OF THE ITEM OF EQUIPMENT
	(IN ADDITION TO FIXED RENT
	INSTALLMENT FOR SUCH ITEM OF
	EQUIPMENT DUE ON SUCH DATE)

[INTENTIONALLY OMITTED FROM ICC FILED DOCUMENT]